

TERMS AND CONDITIONS OF PURCHASE

GENERAL:

Dowse Engineering Ltd operate a quality management system in accordance with AS9100. Our activities are Precision CNC engineering in ferrous, non-ferrous materials and engineering polymers, with the ability for component assembly activities. Special processes such as heat treatment are outsourced to our approved suppliers. To achieve this, we need the support of our suppliers, and these terms and conditions are intended to provide a clear and fair legal framework for everything we purchase.

1. CONTRACT

1. By accepting an order for the purchase of goods or services from Dowse Engineering Ltd (hereinafter called "the Buyer") the "seller" agrees that all the terms and conditions set out on this document apply and shall prevail notwithstanding inconsistencies arising from the exchange of subsequent correspondence unless such inconsistencies are formally accepted by the Buyer in writing.

2. ORDERS AND SPECIFICATION

2.1 The Seller shall be liable for ensuring that the goods and services supplied are of good quality, scratch and burr free and fully meet the technical specifications and drawings quoted in the purchase order.

2.2 Where traceability of material batch/cast is requested records will be kept indefinitely by the supplier in a secure area, free from contamination. After five years or if the Company is dissolved then the records shall be sent to the Buyer. Any variation to this requirement must be agreed with Dowse Engineering.

2.3 The Seller agrees not to make any changes to the processes, materials or products delivered without the prior written consent of the Buyer.

2.4 The seller agrees to notify the buyer immediately regarding non-conforming material and must seek approval.

2.5 The Seller agrees not to sub-contract any aspect of the work, or to subsequently change sub-contractors, without the prior written consent of the Buyer. Where subcontract work is approved then the Seller shall ensure that these Terms and Conditions shall apply including the retention of records and rights of access described below.

2.6 The Buyer and their customer and any regulatory authority shall be entitled to inspect all facilities, applicable records or subject matter pertaining to an order at the Supplier's and Supplier's sub-contractor's premises at any reasonable time.

2.7 The Seller will acknowledge acceptance of the order within 3 working days or the Buyer can deem the purchase void.

3. VARIATIONS

3.1 The Buyer's order will be accompanied by sufficient detailed technical information to enable the Seller to proceed with the order forthwith. In the event that such information is incomplete or differs from that on which this quotation is based then the Seller should query this with the Buyer and resolve any issues arising immediately.

3.2 If, after the Seller has accepted an order, the Buyer requires any alteration in the Goods quoted for, the cost of any such alteration shall be paid by the Buyer to the Seller.

4. CANCELLATION

4.1 Orders accepted by the Seller cannot be cancelled by the Buyer except upon terms which indemnify the Seller against any actual loss.

5. DELAY

5.1 The Seller shall not be liable to the Buyer for any delay in the performance of this contract caused by or resulting from any strike, lockout, war, fire, or accident outside the control of the Seller.

6. TERMS OF PAYMENT

6.1 Payment shall be due within 30 days from end of month following date of invoice.

7. DELIVERY

7.1 Delivery dates are to be given in good faith at the time of quotation is submitted and any delay beyond the quoted date shall be brought to the attention of the Buyer as soon as this is known or can be reasonably anticipated by the Seller. In any event the Seller is responsible for informing the Buyer of the actual delivery date two days before the due date.

7.2 Deliveries shall be made to our factory between 08-30 and 16-30 Monday to Thursday and between 08-30 and 13-00 on Friday

7.3 Time of delivery dates from acceptance of order shall be extended in the event of late delivery of technical information, drawings, specifications or models/samples by the Buyer and in the event of any alteration in the Goods quoted for being required by the Buyer.

8. RISK

8.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time when the Goods are received at our factory

9. LIABILITY

9.1 In the event of any Goods supplied by the Seller being defective by reason of faulty materials, or workmanship or being alleged to be other than as agreed to be sold, the Seller will replace such Goods within a reasonable time.

9.2 The Seller accepts all responsibility and liability in ensuring that goods and services it provides meet the drawings and specifications described in the purchase order and indemnifies the Buyer against any claims arising from the Sellers or the Sellers subcontractor's failure to meet these drawings and specifications.

10. TITLE OF GOODS

10.1 Property of and title to Goods are not passed to the Buyer until those Goods shall have been paid for in full.

11. CONSTRUCTION

11.1 This contract shall be construed, operate and be enforced in all respects as a contract made in England in accordance with the laws of England and the parties will submit to the jurisdiction of the appropriate English court.

12. QUALITY ASSURANCE REQUIREMENTS

Quality System

Where the supplier operates a formally recognised quality management system, all goods supplied must be processed in accordance with the scope and procedures of that system.

Suppliers of products or services must:

- Implement a certified quality management system unless agreed otherwise with Dowse Engineering.
- Notify Dowse Engineering Ltd. of nonconforming processes, products, or services and obtain approval for their disposition prior to supply.
- Prevent the use of counterfeit parts (See Below)
- notify the organization of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain Dowse Engineering approval.
- Allow right of access by Dowse Engineering Ltd, their customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain.

- Flow down these requirements to sub tier suppliers.
- Suppliers must also ensure that all personnel are aware and recognise the importance of:
 - their contribution to product or service conformity.
 - their contribution to product safety.
 - the importance of ethical behaviour.

Personnel Competence

The supplier must use suitably qualified personnel to carry out any work relating Dowse Engineering Ltd. purchase orders

Non-compliance

- The supplier shall notify Dowse Engineering Ltd. of any non conforming product prior to delivery
- The supplier must obtain approval from Dowse Engineering Ltd. prior to the disposal of any non-conforming product
- The supplier recognises the consequence of non-conformance and will undertake a process to identify, control and eliminate non-conformance.

Configuration Management

Products must be supplied strictly in accordance with drawings and specifications referenced in the corresponding purchase order

- The supplier shall notify Dowse Engineering Ltd. of any changes in;
 - Products supplied
 - Processes used
 - Sub tier suppliers
 - Manufacturing facility
 - Location

Approval from Dowse Engineering must be obtained prior to any of the above changes.

Configuration Management

The organization shall plan, implement, and control a process for configuration management as appropriate to the organization and its products and services in order to ensure the identification and control of physical and functional attributes The organization shall plan, implement, and control a process for configuration management as appropriate to the organization and its products and services in order to ensure the identification and control of physical and functional attributes.

Supply Chain

- Where sub-suppliers are used, these conditions must be flowed down to those suppliers
- Dowse Engineering Ltd, its customers and regulatory bodies have the right of access to all applicable areas of all facilities within the supply chain and to all applicable records.

Certification and Quality Records

Material suppliers must ensure that all materials are supplied with BS EN 10204 3.1 certification with each delivery with full traceability to the original source of the material.

Manufacturing, inspection, test and process control records involved in processing Dowse Engineering orders, unless specified, shall be retained indefinitely and protected in a manner that they remain legible for review by Dowse, its customers and regulatory bodies if required.

Counterfeit or Suspected Unapproved Parts

- The supplier shall plan, implement, and control processes, appropriate to the organization and the product, for the prevention of counterfeit or suspect counterfeit parts to prevent their inclusion in product(s) delivered to Dowse Engineering Ltd.
- Staff will be made aware of their responsibility to identify and report suspected unapproved and counterfeit parts.

Special requirements

Dowse will communicate specific contract requirements or key characteristics on the purchase order, including the identification of relevant technical data (e.g., specifications, drawings, process requirements, work instructions); the supplier must obtain clarification from Dowse Engineering Limited if there is any ambiguity or missing information, prior to supply of goods or services.

If any of the requirements of these terms and conditions cannot be met the supplier must inform Dowse Engineering in writing prior to acceptance of an order.